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Honorable Judge Karen A. Overstreet
Chapter 13
Hearing Location: Seattle
Hearing Date: February 3, 2010
Hearing Time: 9:30 a.m.

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In re:

MICHAEL J HINES and
KELLY R NELSON,

Debtors.

Chapter 13 Bankruptcy

No.: 09-21921-KAO

OBJECTION TO CONFIRMATION OF
AMENDED PLAN DATED JANUARY 26,
2010 BY JP MORGAN CHASE BANK,
NATIONAL ASSOCIATION AS
PURCHASER OF THE LOANS AND
OTHER ASSETS OF WASHINGTON
MUTUAL BANK, FORMERLY KNOWN AS
WASHINGTON MUTUAL BANK, F.A.

COMES NOW JP Morgan Chase Bank, National Association as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, F.A. ("Creditor"), and objects to confirmation of the proposed Amended chapter 13 plan (The "Plan") of Michael J Hines and Kelly R Nelson ("Debtor" collectively hereafter). The basis for this objection is that the Plan does not comply with the provisions of Title 11, chapter 13 of the United States Bankruptcy Code and thus should not be confirmed by the Court.

I. BACKGROUND

On or about July 23, 1998, Ward K. Swallow and Kelly R Nelson, executed and delivered a note in favor of North American Mortgage Company in the original principal amount of \$172,550.00. This Note was secured by a Deed of Trust ('Deed') encumbering real property commonly described as 784 Descartes Avenue Henderson, NV 89015 ('Property'). Creditor is the holder of the note or services the note for the holder. On November 13, 2009, Debtor filed for

1 protection under Title 11, chapter 13 of the United States Code under cause number 09-21921-KAO
2 in the above listed court. The outstanding balance due on the Note as of filing is approximately
3 \$140,626.47. The loan was contractually current at the time of the bankruptcy filing.

4 5 **II. ARGUMENT AND AUTHORITY**

6 Creditor objects to confirmation because the Plan does not provide for Creditor's secured claim.
7 Under 11 U.S.C. § 1325(a)(5) the Court shall confirm a plan only if as to each secured claim the claim
8 holder accepts the plan and the plan provides for distribution to that creditor in an amount not less than
9 the value of the allowed secured claim. Further, under 11 U.S.C. § 1325 (a)(1) and 1322 (b)(2) a plan
10 must provide for the cure of an existing default within a reasonable time and require the maintenance of
11 payments while the case is pending on a secured claim on which the last payment is due after the date on
12 which the final payment under the plan is due. The maturity date under the Note and Deed of Trust is
13 August 1, 2028. Because August 1, 2028 is beyond the term of Debtors' plan, 11 U.S.C. § 1322(b)(5) is
14 applicable. The Plan does not provide for Creditor's secured claim. To the extent that Debtors intend to
15 retain the Property, the Plan must provide for maintenance of Creditor's ongoing loan payment.

16 **III. CONCLUSION**

17 For all of the above reasons, the proposed chapter 13 plan fails to comply with the requirements
18 of Title 11 of the United States Code. Therefore, Creditor respectfully requests the Court deny
19 confirmation of the proposed Chapter 13 plan. If the court sustains this objection and denies
20 confirmation, Creditor respectfully requests that the Court set a deadline by which an amended plan is to
21 be filed.

22 DATED this 27 day of January, 2010.

23 **ROUTH CRABTREE OLSEN, P.S.**
24 Attorneys for Creditor

25 /s/ Melissa Romeo, WSBA# 40644 for
26 By: Jennifer Aspaas, WSBA# 26303